

6 August 2024

ASX RELEASE

Appointment of Danny Elia to the ATLAX Board & Director Representation Agreement with IFM

Atlas Arteria (**ASX:ALX**) today announces the appointment of Mr Danny Elia to the Board of Atlas Arteria Limited (**ATLAX**) (**the ATLAX Board**) as a Non-executive Director. Mr Elia was nominated by Atlas Arteria's largest securityholder, Diamond Infraco 1 Pty Ltd (**Diamond Infraco**), which is a wholly-owned subsidiary of a fund advised by IFM Investors Pty Ltd (**IFM Investors**).

Mr Elia is currently Global Head of Asset Management, Infrastructure at IFM Investors. He joined IFM Investors in 2011 and has extensive investment, financial and operational experience across the transport, energy and social infrastructure and construction sectors. He has previously held a number of directorships and is currently a director on the board of Australia Pacific Airports Corporation.

Mr Elia's previous executive roles include General Manager of Transurban Victoria, Director of Public Private Partnerships for Leighton Contractors and Finance Director of Linfox Logistics Asia Pacific.

In May 2023, Mr Ken Daley joined the ATLAX Board as a nominee of Diamond Infraco. Following a request by Diamond Infraco in March 2024 for additional representation, at the 2024 AGM Atlas Arteria securityholders approved an increase in the maximum number of directors on the ATLAX Board from seven to eight. The appointment of Mr Elia means that Diamond Infraco has two nominees on the now eight person ATLAX Board.

Concurrent with the appointment of Mr Danny Elia, ATLAX and Diamond Infraco have entered into a letter agreement dated 5 August 2024 (**the Director Representation Agreement**) which provides that:

- while Diamond Infraco and its associates hold (in aggregate) relevant interests in at least 25% of the voting securities in ATLAX, Diamond Infraco will be entitled to nominate two nominees to the ATLAX Board; and
- while Diamond Infraco and its associates hold (in aggregate) relevant interests of at least 15%, but less than 25%, in voting securities in ATLAX, Diamond Infraco will be entitled to nominate one nominee to the ATLAX Board.

The most recent substantial holder notice filed by Diamond Infraco on behalf of itself and the IFM Group (as defined in the notice) dated 15 May 2024 disclosed voting power of 27.15% in ALX.

A copy of the Director Representation Agreement is annexed to this announcement.

The Director Representation Agreement includes certain corporate governance undertakings by Diamond Infraco. In particular, Diamond Infraco has undertaken that it will not take any actions which would prevent ATLAX complying with the recommendations contained in the ASX Corporate Governance Council's Corporate

Governance Principles and Recommendations, including the recommendations relating to maintaining an independent chair and a majority of independent non-executive directors.

Under the Director Representation Agreement, the parties also agree that any Diamond Infraco nominee will be subject to certain conflicts of interest and information sharing arrangements. These include an obligation for each Diamond Infraco nominee to comply with ATLAX's Conflicts of Interest (Directors) Policy (which applies to all ATLAX Directors), and an obligation to ensure that the Diamond Infraco nominees do not discuss potential toll road M&A opportunities with an IFM Party (as defined) without written consent from the Chair of ATLAX.

The Director Representation Agreement also includes obligations to ensure that the Diamond Infraco nominees keep board information confidential. The Director Representation Agreement can be terminated by either party if Diamond Infraco and its associates cease to hold (in aggregate) a relevant interest in at least 15% of ALX securities for a consecutive period of two months or more.

ATLAX Chair, Ms Debbie Goodin said: *"We welcome Danny to the ATLAX Board. He brings deep infrastructure investment and management experience, and we look forward to his valuable and constructive contribution to the ATLAX Board."*

We are also pleased to have entered into the Director Representation Agreement with Diamond Infraco. The Director Representation Agreement provides a clear framework for value-add engagement with our largest investor and its nominee directors, while also enshrining certain corporate governance undertakings by Diamond Infraco, including in relation to majority board independence. We value the positive relationship with IFM Investors and believe this Director Representation Agreement is in the best interests of all ALX securityholders."

For further information please contact:

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This announcement has been authorised for release by the Chair of ATLAX.

About Atlas Arteria

Atlas Arteria (ASX:ALX) is a global owner, operator and developer of toll roads, creating value for our investors over the long-term through considered and disciplined management. The roads we own, operate and develop benefit communities through reduced travel time, greater time certainty, reduced fuel consumption and carbon emissions.

Today the Atlas Arteria Group consists of five businesses. We currently own a 30.82% interest in the APRR toll road group in France. Adjacent to the APRR business is the smaller ADELAC business which connects to APRR in south-east France. Together APRR and ADELAC comprise a 2,424km motorway network located in the East and South East of France. In the US, we own a 66.67% interest in the Chicago Skyway, a 12.5km toll road in Chicago and have 100% of the economic interest in the Dulles Greenway, a 22km toll road in the Commonwealth of Virginia. In Germany, we own 100% of the Warnow Tunnel in the north-east city of Rostock.

www.atlasarteria.com

Important Notice:

Investors should note that neither of the Atlas Arteria entities has been, or will be, registered under the U.S. Investment Company Act of 1940, as amended (the "U.S. Investment Company Act"), in reliance on the exception in Section 3(c)(7) from the definition of "investment company". Accordingly, Atlas Arteria securities cannot be held at any time by, or for the account or benefit of, any "U.S. person" (as defined in Rule 902(k) under the U.S. Securities Act of 1933) ("U.S. Person") that is not a "qualified purchaser" (as defined in section 2(a)(51) of the U.S. Investment Company Act and the rules and regulations thereunder) ("Qualified Purchaser" or "QP") at the time of their acquisition. Any U.S. Person that is not a Qualified Purchaser, or any investor acting for the account or benefit of any U.S. Person that is not a Qualified Purchaser, is an "Excluded U.S. Person" and may not hold Atlas Arteria securities.

For further details of ownership restrictions that apply to residents of the United States and other U.S. Persons that are not Qualified Purchasers, please see our website.

https://www.atlasarteria.com/stores/sharedfiles/US_Ownership/AtlasArteria-USownershiprestrictions.pdf

APPENDIX - DIRECTOR REPRESENTATION AGREEMENT



TO **The Directors**
Diamond Infraco 1 Pty Ltd
Level 29 Casselden
2 Lonsdale Street, Melbourne VIC 3000

PRIVATE & CONFIDENTIAL

...5... AUGUST 2024

Dear John and Julian

Re: IFM GIF Director Appointments

We refer to our recent discussions with representatives of IFM Investors Pty Ltd (**IFM Investors**), the principal adviser to IFM Global Infrastructure Fund (**IFM GIF**), regarding the appointment by IFM GIF's wholly owned subsidiary, Diamond Infraco 1 Pty Ltd (**DICO**) of a second director to the Atlas Arteria Limited (**ATLAX** or the **Company**) board.

The purpose of this letter is to record the agreement between ATLAX and DICO in relation to the appointment of DICO nominees (**DICO Nominees**) to the ATLAX board and related matters.

1 Board Representation

1.1 Board support and securityholder approval

- (a) The parties agree that, while DICO and its associates (as defined in section 12(2)(a) of the *Corporations Act 2001 (Cth) (CA)*) (**Associates**) hold (in aggregate):
 - (i) relevant interests (as defined in the CA) (**Relevant Interests**) in at least 25% of the voting securities in the Company, DICO will be entitled to nominate two DICO Nominees to the ATLAX board (**Board**); and
 - (ii) Relevant Interests of at least 15%, but less than 25%, in voting securities in the Company, DICO will be entitled to nominate one DICO Nominee to the Board.
- (b) To the extent they are not already appointed, the Company, acting through the Board, will appoint a DICO Nominee nominated in accordance with clause 1.1(a) as an additional non-executive director of the Board or to fill an existing casual vacancy on the Board (as applicable), expeditiously following their nomination, subject to:
 - (i) the retirement and rotation requirements set out in the ATLAX Constitution, the ASX Listing Rules and the ATLAX Board Charter;
 - (ii) the maximum number of directors of ATLAX set in general meeting (pursuant to article 11.2 of the ATLAX Constitution) not being exceeded;

- (iii) the Atlas Arteria Nomination and Governance Committee being satisfied, acting reasonably, that the DICO Nominee has the requisite skills, knowledge and experience to properly perform their duties as a director of ATLAX;
- (iv) the DICO Nominee satisfying ASX's and the ASX Corporate Governance Council's good fame and character requirements (including appropriate background checks to the reasonable satisfaction of the Company);
- (v) the DICO Nominee entering into an appointment letter and a deed of access, indemnity and insurance with ATLAX on terms consistent with those applicable to other ATLAX directors and as reasonably necessary to give effect to the arrangements in this letter (or as otherwise agreed between ATLAX and the relevant DICO Nominee); and
- (vi) DICO providing a release and waiver in the previously agreed form to ATLAX that it will not take action against any DICO Nominee arising out of the DICO Nominee's role as an ATLAX director,

(Appointment Conditions).

(c) The parties acknowledge that:

- (i) under article 11.3(b) of the ATLAX Constitution, a DICO Nominee appointed as an additional director, or to fill a casual vacancy, must retire from office (but is eligible to stand for election) at the first annual general meeting (**AGM**) following their appointment; and
- (ii) any DICO Nominee elected by ALX Securityholders will be subject to re-election at subsequent AGMs in accordance with the ATLAX Constitution and ASX Listing Rules.

The Company will use reasonable endeavours to have the election or re-election of a DICO Nominee to the Board approved by securityholders at such AGMs subject in each case to the Appointment Conditions remaining satisfied for that DICO Nominee, and DICO remaining entitled to nominate the relevant DICO Nominee in accordance with clause 1.1(a) above.

(d) The Company must not:

- (i) initiate or support a reduction of the maximum number of directors of ATLAX set in general meeting (pursuant to article 11.2 of the ATLAX Constitution) if such reduction could adversely affect DICO's rights under this agreement; or
- (ii) appoint, or support the appointment, of any other directors to the Board if that could, either currently or at a future date, result in:
 - (A) DICO not being able to exercise its rights under this agreement because of the maximum number of directors of ATLAX set in general meeting (pursuant to article 11.2 of the ATLAX Constitution) being exceeded; or
 - (B) the number of DICO Nominees which DICO is entitled to nominate under clause 1.1 at that time, as a proportion of the total number of directors on the Board at that time being less than 25% (where clause 1.1(a)(i) applies at that time) or 12.5% (where clause 1.1(a)(ii) applies at that time).

- (e) For the avoidance of doubt, nothing in this letter requires any ATLAX director to act in a way which would contravene their fiduciary or statutory duties to ALX securityholders, provided that the Company has first received advice in writing from its external legal advisers (which must be a firm of reputable standing) that the relevant act would be likely to result in such a contravention.

1.2 Replacement nominees

- (a) Subject to clause 1.1(a) above, if a DICO Nominee retires or is removed from office as a director of ATLAX, DICO will be entitled to nominate a replacement nominee to be considered, and to have the replacement nominee appointed, as a non-executive director of ATLAX in accordance with this agreement (and a reference to a DICO Nominee in this agreement will be read to include any such initial or subsequent replacement nominee).
- (b) If the Board reasonably requests that a DICO Nominee on the Board be changed, DICO will consider and discuss this in good faith with ATLAX whether the relevant DICO Nominee should resign and be replaced with a replacement nominee. The parties agree that a material failure by a DICO Nominee to comply with their obligations as an ATLAX director would make it reasonable for the Board to request a resignation of the DICO Nominee.
- (c) The appointment of, and the Company's obligation to have the election or re-election of the replacement nominee considered by securityholders, is conditional on the Appointment Conditions being satisfied in respect of that nominee, and in the case of a re-election, the DICO Nominee not being in material breach of their obligations as an ATLAX director.

1.3 Resignations

- (a) If, for a consecutive period of two months or more, DICO and its Associates hold (in aggregate) Relevant Interests in at least 15%, but less than 25%, of the voting securities in the Company, DICO must procure such number of DICO Nominees resign from their position as a director of the Company as soon as practicable, so that there remains no more than one DICO Nominee on the Board (provided that, if DICO and its Associates subsequently increase their Relevant Interests so that they hold (in aggregate) Relevant Interests in at least 25% of the voting securities in the Company, DICO's right to appoint that additional DICO Nominee on the Board under clause 1.1(a)(i) will be re-instated); and
- (b) If, for a consecutive period of two months or more, DICO and its Associates cease to hold (in aggregate) Relevant Interests in at least 15% of the voting securities in the Company, DICO must procure that any remaining DICO Nominees on the Board resign from their position as a director of the Company as soon as practicable (provided that, if DICO and its Associates subsequently increase their Relevant Interests so that they hold (in aggregate) Relevant Interests in at least 15% of the voting securities in the Company, DICO's right to appoint one or more DICO Nominees on the Board under clauses 1.1(a)(i) and/or 1.1(a)(ii) (as applicable) will be re-instated).

2 Corporate Governance obligations

DICO undertakes to assist and support ATLAX in complying with, and must not take any actions which would prevent ATLAX complying with:

- (a) the recommendations contained in the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (as amended from time to time) (**ASX Corporate Governance Principles**); and
- (b) the requirements of the ATLAX Board Charter (as in place as at the date of this agreement) and the Atlas Arteria International Limited (**ATLIX**) Board Charter (as in place as at the date of this agreement),

including (without limitation) the recommendation and requirements relating to the independence of the Chair of the ATLAX and ATLIX boards, that the ATLAX and ATLIX boards individually and in

aggregate should consist of a majority of independent non-executive directors, that the chair of any board committee should be an independent non-executive director, and that such committees should be majority independent.

3 Conflicts of interest and information sharing

- (a) The parties agree that any DICO Nominee will be subject to the following conflicts of interest and information sharing arrangements:
- (i) the DICO Nominee must comply with ATLAX's "Conflicts of Interest (Directors) Policy" (as in place as at the date of this agreement) which is applicable to all ATLAX directors. This includes the power under that policy for the ATLAX chair to determine that DICO's nominees have a conflict of interest in relation to a particular issue or matter, and that those nominees are not to receive ATLAX confidential information in relation to (or vote on) that issue or matter while the conflict continues, subject to the terms of that policy;
 - (ii) the DICO Nominee must not disclose any confidential information received by the DICO Nominee in their capacity as a director or observer of ATLAX (**Confidential Board Information**) to DICO, any of its Associates, IFM GIF, IFM Investors and any of their respective directors, officers or employees (each, an **IFM Party**) or any other third party, except where the disclosure is:
 - (A) authorised by the chair of ATLAX;
 - (B) to another director of ATLAX;
 - (C) (on a confidential basis) to legal advisers to provide legal advice to the DICO Nominee in relation to their role as a director of ATLAX;
 - (D) to the extent necessary for the DICO Nominee to respond to any claim brought against the DICO Nominee for breach of any statutory or fiduciary obligations owed by them as a director of ATLAX; or
 - (E) otherwise required by law or a regulatory body,

provided that in the case of (E) above, the DICO Nominee must comply with the Regulatory Disclosure Conditions (as defined in clause 4(d) below) as if it were an IFM Party;
 - (iii) the DICO Nominee must not discuss any potential toll road M&A opportunities including tendering for new greenfield toll road developments and new or re-tendered toll road concessions (**M&A Opportunities**) with an IFM Party, without the written consent of the chair of ATLAX, while they remain appointed as a director or observer of ATLAX (provided that this is not intended to limit the DICO Nominee's ability to perform their role as a director of IFM investee companies where those roles were notified to and approved by the Chair of ATLAX, however such roles may give rise to circumstances which require disclosure (and possibly other action) under the Conflicts of Interest (Directors) Policy); and
 - (iv) the DICO Nominee must not be involved in any discussion or decision making by an IFM Party with respect to any acquisition or divestment of ALX securities.
- (b) In addition, the parties acknowledge that ATLAX will provide any DICO Nominee who is an employee of an IFM Party with a company issued device for viewing of Confidential Board Information and that such DICO Nominee will only be permitted to view Confidential Board Information on that company issued device and will ensure that Confidential Board Information is not commingled with IFM Party information on IFM Party issued devices or in IFM Party systems and storage.

- (c) DICO must use its reasonable endeavours to procure that any DICO Nominee complies with the commitments described in clauses 3(a) and 3(b) and must not otherwise act inconsistently with those commitments. In particular, DICO must not (and must procure that the other IFM Parties do not):
 - (i) request any Confidential Board Information from a DICO Nominee; or
 - (ii) initiate any discussion with a DICO Nominee to engage them in relation to any potential M&A Opportunities.

4 Confidentiality

- (a) DICO must:
 - (i) keep any Confidential Board Information received by it (including but not limited to information received in breach of the commitments by DICO Nominees referred to in clause 3) strictly confidential, and must not disclose, cause or permit the disclosure of any Confidential Board Information to any other party, nor use that information for its own benefit, without the prior written consent of ATLAX or as otherwise permitted under this agreement; and
 - (ii) ensure that all Confidential Board Information received by it is returned or destroyed if requested by ATLAX.
- (b) The confidentiality undertakings in this clause 4 do not extend to any part of the Confidential Board Information received to the extent it:
 - (i) was already in the lawful possession of an IFM Party on a non-confidential basis prior to being disclosed to DICO;
 - (ii) is in or becomes part of the public domain otherwise than through a breach of this agreement; or
 - (iii) was obtained by an IFM Party, on a non-confidential basis from a third party in circumstances where the third party did not owe any obligation of confidentiality in respect of the relevant information.
- (c) DICO may disclose Confidential Board Information received by it (other than Confidential Board Information received by it in breach of this agreement) to an IFM Party, provided that DICO must ensure that any IFM Party who receives such Confidential Board Information complies with clauses 4 and 5 of this agreement in respect of that Confidential Board Information as if those obligations were imposed on that IFM Party.
- (d) These confidentiality undertakings do not prevent any disclosure by an IFM Party to the extent necessary:
 - (i) in connection with any proceedings in relation to this agreement; or
 - (ii) to comply with any applicable statute, law, direction, order, rule, binding request or regulation of any governmental agency ,provided that in the case of paragraph (d)(ii) above, the IFM Party must:
 - (iii) give ATLAX as much prior written notice as reasonably practicable of the proposed disclosure and reasons for the disclosure, unless the IFM Party is restricted from doing so by any applicable statute, law, direction, order, rule, binding request or regulation of any governmental agency;

- (iv) give ATLAX a reasonable opportunity to review and comment on the proposed disclosure, unless the IFM Party is restricted from doing so by any applicable statute, law, direction, order, rule, binding request or regulation of any governmental agency; and
- (v) ensure that only so much of the Confidential Board Information is disclosed as is legally compelled to be disclosed.

(Regulatory Disclosure Conditions).

- (e) DICO must notify ATLAX as soon as possible after becoming aware of a breach (or threatened or suspected breach) by the DICO Nominee of the commitments described in clauses 3(a) or 3(b), or a breach by DICO of clauses 3(c), 4 or 5 of this agreement.

5 Insider Trading

- (a) DICO acknowledges that some of the Confidential Board Information may be or be deemed to be “inside information” within the meaning of Part 7.10, Division 3 of the *Corporations Act 2001* (Cth) (**Insider Trading Prohibitions**).
- (b) DICO must not take any action in contravention of the Insider Trading Prohibitions as they apply to any Confidential Board Information received by it.
- (c) DICO represents and warrants that it has adopted and implemented systems, policies and procedures designed to safeguard any Confidential Board Information received by it (including inside information) from unauthorised access, use, copying or disclosure, and which are designed to ensure that any Confidential Board Information received by it which is inside information is handled in accordance with applicable insider trading laws.
- (d) DICO must direct its officers, employees, related entities and representatives who are given any Confidential Board Information in relation to ATLAX under clause 4(c) not to do anything which would constitute a breach of the Insider Trading Prohibitions.

6 Term

- (a) Despite anything else contained herein, DICO or ATLAX may terminate this agreement by notice in writing to the other party if, for a consecutive period of two months or more, DICO and its Associates cease to hold (in aggregate) Relevant Interests in at least 15% of the voting securities in the Company.
- (b) Following termination of this agreement under clause 6(a), DICO will continue to be bound by (i) the obligation to procure resignations of the DICO Nominees in clause 1.3(b); and (ii) the confidentiality, non-disclosure obligations and trading restrictions in clauses 3, 4 and 5, in respect of Confidential Board Information received by a DICO Nominee prior to such termination.
- (c) Other than as set out in clause 6(b), upon termination of this agreement under clause 6(a), neither party will have any further rights or obligations under this agreement, except for any rights which it may have against the other party in respect of any breach by the other party of this agreement prior to such termination.

7 Changed circumstances

The rights and obligations contained in this agreement have been agreed in the context of the prevailing circumstances as at the date of this agreement. The parties agree that if there are any material changes to those circumstances after the date of this agreement, then the parties must promptly consult in good faith with a view to determining whether any potential

amendments are required to this agreement to reflect these changed circumstances.

8 General

- (a) DICO undertakes to comply and procure the compliance with the provisions of this letter by any "IFM Entity" (being IFM GIF, IFM Investors and any wholly owned direct or indirect subsidiary of IFM GIF) who holds securities in ATLAX from time to time as if DICO's obligations applied directly to those entities. Notwithstanding the foregoing, ATLAX acknowledges and agrees that DICO's obligations under this agreement do not apply to any act or omission by IFM Investors where the employee, officer, director, agent, consultant or other representative of IFM Investors with responsibility for the relevant act or matter are separated from the employees, officers and directors of any IFM Entity who have day to day management or control of DICO's investment in ATLAX by information barrier arrangements consistent with the requirements of 1043F of the Corporations Act.
- (b) ATLAX acknowledges and agrees that any DICO Nominee who is an employee of an IFM Party will not be required to comply with any minimum shareholding requirement or policy which otherwise applies to directors of ATLAX from time to time (including, for the avoidance of doubt, any minimum holding policy which applies under the ALX Securities (Windows) Trading Policy as at the date of this agreement).
- (c) Nothing in this letter requires or obliges the parties to jointly consider or pursue any particular opportunities nor does this letter create any obligations of joint venture, association, partnership or exclusivity, and nor does this letter give ATLAX any Relevant Interests in any ATLAX securities held by any IFM Party or otherwise relate to any such securities.
- (d) The parties agree that ATLAX may disclose the key provisions of this agreement to the market, including but not limited to commitments in clauses 1.1, 1.3, 2, 3(a) and 3(b), provided that: (i) ATLAX provides DICO with a reasonable opportunity to review and comment upon the disclosure before it is released; and (ii) ATLAX considers any reasonable comments provided by DICO with respect to the disclosure in good faith.
- (e) This agreement can only be varied or waived by written agreement between the parties. The parties must act reasonably in considering a request by another party for a change to this letter.
- (f) A party must not assign or transfer its rights or obligations under this letter, or novate this agreement, without the prior written consent of the other party.
- (g) If the whole or any part of a provision of this letter is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This paragraph has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.
- (h) Each party agrees to do anything (such as obtaining consents, signing and producing documents), reasonably required by another party to give effect to the terms of this letter.
- (i) This letter is governed by the law in force in Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria, Australia, and courts of appeal from them in respect of any proceedings arising in connection with this letter.
- (j) This letter may consist of a number of counterparts, each signed by one or more of the

parties. If so, the signed copies are treated as making up a single document.

- (k) This letter replaces and supersedes any prior agreements or arrangements between DICO, IFM GIF and/or IFM Investors and the Company in relation to the appointment of any nominee to the Board of the Company or as an observer on the Board (such that any such prior agreements or arrangements are of no further force or effect), other than the deed of release and waiver between DICO and the Company dated 11 April 2023 entered into in respect of Mr Ken Daley's appointment.

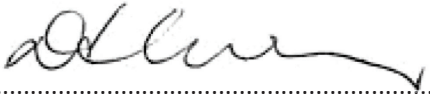
Yours sincerely

A handwritten signature in black ink, appearing to read 'Debbie Goodin', with a stylized flourish at the end.

Debbie Goodin
Chair
Atlas Arteria Limited

Signed as an agreement.

EXECUTED in accordance with section 127 of the *Corporations Act 2001* by **ATLAS ARTERIA LIMITED**



.....
Signature of Director

.....
DEBBIE GOODIN

.....
Print Name (block letters)



.....
Signature of Company Secretary

.....
CLAYTON McCORMACK

.....
Print Name (block letters)

EXECUTED in accordance with section 127 of the *Corporations Act 2001* by **DIAMOND INFRACO 1 PTY LTD:**

.....
Signature of Director

.....
Print Name (block letters)

.....
Signature of Director

.....
Print Name (block letters)

Signed as an agreement.

EXECUTED in accordance with section 127
of the *Corporations Act 2001* by **ATLAS
ARTERIA LIMITED**

.....
Signature of Director


.....
Signature of Director

.....
Print Name (block letters)

.....
Print Name (block letters)

EXECUTED in accordance with section 127
of the *Corporations Act 2001* by **DIAMOND
INFRACO 1 PTY LTD:**


.....
Signature of Director


.....
Signature of Director

JOHN O'GRADY
.....
Print Name (block letters)

JULIAN GRAY
.....
Print Name (block letters)